

1 Chant Yedalian, State Bar No. 222325
(chant@chant.mobi)
2 CHANT & COMPANY
A Professional Law Corporation
3 1010 N. Central Ave.
Glendale, CA 91202
4 Phone: 877.574.7100
Fax: 877.574.9411

5 Counsel for Plaintiff
6 And the Class
7
8
9
10

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**
13

14 ANGELA POTIKYAN, on behalf of)
herself and all others similarly)
15 situated,)

16 Plaintiff,)

17 v.)

18 JS DREAMS, INC. and CRISTCAT)
CALABASAS, INC. (individually)
19 and collectively doing business as)
JOHNNY ROCKETS - COMMONS)
20 AT CALABASAS), and DOES 1)
through 10, inclusive,)

21 Defendants.)
22)
23
24
25
26
27
28

Case No.: 2:13-cv-06237-JEM

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT**

HEARING

Date: November 17, 2016

Time: 10:00 a.m.

Court Room: C (8th Floor)

Judge: Hon. John E. McDermott

1 The Court has received the class-wide Agreement Of Settlement And Release
2 (the "Agreement" or "Settlement"), entered into between Plaintiff Angela Potikyan
3 ("Potikyan" or "Plaintiff"), individually and on behalf of all others similarly situated,
4 and Cristcat Calabasas, Inc. ("Cristcat" or "Defendant").

5 The Court previously certified the following Class:

6 "All consumers who, at any time during the period January 18, 2012
7 to March 15, 2013, made a purchase or other transaction at the Johnny
8 Rockets Calabasas Restaurant (located at 4799 Commons Way, Suite
9 J, Calabasas, California 91302) using their credit card or debit card."

10 Dkt. No. 52, ¶ 8.

11 The Court previously appointed Plaintiff Angela Potikyan as Class
12 Representative for the Class. Dkt. No. 52, ¶ 9.

13 The Court previously appointed Plaintiff's counsel, Chant Yedalian of Chant
14 & Company A Professional Law Corporation, as Class Counsel for the Class. Dkt.
15 No. 52, ¶ 10.

16 After reviewing the Agreement and other documents filed in support of the
17 Settlement, and having considered the arguments by the respective parties, THE
18 COURT HEREBY ORDERS THE FOLLOWING:

19 1. The Court hereby grants final approval of the Settlement upon the
20 terms and conditions set forth in the Agreement. The Court finds that the terms of
21 the Settlement are fair, adequate and reasonable and comply with Rule 23(e) of the
22 Federal Rules of Civil Procedure ("FRCP").

23 2. The Court finds that the Settlement is the product of serious, informed,
24 non-collusive negotiations conducted at arm's-length by the Parties. In making
25 these findings, the Court considered, among other factors, the potential statutory
26 damages claimed in the lawsuit on behalf of Plaintiff and members of the Class,
27 Defendant's bankruptcy and funds available therein, Defendant's potential liability,
28 the risks of continued litigation including trial outcome, delay and potential appeals,

1 the substantial benefits available to the Class as a result of the Settlement, and the
2 fact that the Settlement represents a compromise of the Parties' respective positions
3 rather than the result of a finding of liability at trial. The Court further finds that the
4 terms of the Settlement have no obvious deficiencies and do not improperly grant
5 preferential treatment to any individual member of the Class.

6 3. The Court finds that the notice that has been provided to Class
7 Members, as well as the means by which it was provided, all of which the Court
8 previously approved, constitutes the best notice practicable under the circumstances
9 and is in full compliance with the United States Constitution, FRCP Rule 23, and the
10 requirements of due process. The Court further finds that the notice fully and
11 accurately informed Class Members of all material elements of the lawsuit and
12 proposed class action Settlement, of each member's right to be excluded from the
13 Settlement, and each member's right and opportunity to object to the proposed class
14 action Settlement and be heard at the (fairness) final approval hearing.

15 4. The Court finds that the manner and content of the notice of Settlement
16 has been complied with in conformity with this Court's previous Orders.

17 5. The Court finds that zero Class Members have timely requested
18 exclusion from the Settlement.

19 6. The Court finds that zero Class Members have timely objected to the
20 Settlement.

21 7. The Court finds that zero Class Members have timely requested to
22 appear or be heard at the final approval hearing.

23 8. All Class Members who did not timely exclude themselves from the
24 Settlement are bound by the Agreement, including the release contained in
25 paragraph 4 of the Agreement.

26 9. The Court hereby directs the Parties to effectuate all terms of the
27 Settlement.

28

1 10. Pursuant to the Agreement, the Court enters a total judgment against
2 Cristcat in the total amount of \$37,370,881.68. This \$37,370,881.68 amount
3 includes \$33,735,000 in statutory damages; \$3,373,500 in punitive damages;
4 \$248,313 in Class Counsel's attorney's fees; \$5,000 as a service (incentive) award to
5 the Class Representative, and \$10,468.68 in Class Counsel's costs.

6 11. The Court finds that \$248,313 in attorney's fees to Class Counsel is
7 reasonable based upon Class Counsel's lodestar. The Court finds that the \$550
8 hourly rate of Class Counsel Chant Yedalian is reasonable based upon his
9 qualifications, skills and experience.

10 12. The Court hereby awards to Class Counsel attorney's fees of \$248,313,
11 to be paid from all funds recovered to date and any future funds that may be
12 recovered as part of the Settlement.

13 13. The Court hereby awards to Class Counsel reasonable costs of
14 \$10,468.68, to be paid from all funds recovered to date as part of the Settlement.

15 14. The Court hereby awards \$5,000 to the Class Representative, Angela
16 Potikyan, as a service (incentive) award to compensate her for her service as the
17 representative of the Class. This Service Award is to be paid from all funds
18 recovered to date as part of the Settlement.

19 15. Class Counsel is released from the obligation to retain, in trust, funds
20 recovered to date (and funds that may be recovered in the future) in connection with
21 the Settlement, and is authorized to make payments authorized by Settlement and by
22 this Judgment, including payment of the \$5,000 service (incentive) award to the
23 Class Representative, payment to Class Counsel for reasonable costs incurred of
24 \$10,468.68, and Class Counsel attorney's fees of up to \$248,313 (to the extent any
25 funds are ever recovered to make payment up to that amount).

26 16. The Court shall retain continuing jurisdiction to interpret, implement
27 and enforce the Settlement, and all orders and judgment entered in connection
28


1 therewith; and to address, decide and enforce the distribution of net income that is
2 required by the Settlement.

3 17. The Court directs the Clerk of the Court to enter this Order as a
4 judgment against Cristcat Calabasas, Inc. (subject to the terms of paragraph 16,
5 above).

6
7 IT IS SO ORDERED.

8
9 Dated: November 17, 2016_

10 By:


HON. JOHN E. MCDERMOTT

United States Magistrate Judge